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Date: 14 June 2016

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

for individual consultants and individual consultants assigned by consulting firms/institutions

Country:	Viet Nam
Description of the assignment:	01 journalist/technical writer to support in developing a green booklet of the GOUNH
Project name:	Green One UN House Ha Noi – Viet Nam
Period of assignment/services (if applicable):	June to August 2016

1. Submissions should be sent by email to: huynh.huong.thanh@undp.org no later than: **22 June 2016 (Hanoi time)**.

With subject line: Journalist/technical writer to support in developing a green booklet of the GOUNH

Submission received after that date or submission not in conformity with the requirements specified this document will not be considered.

Note:

- Any individual employed by a company or institution who would like to submit an offer in response to this Procurement Notice must do so in their individual capacity, even if they expect their employers to sign a contract with UNDP.
 - Maximum size per email is **7 MB**.
 - Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. Procurement Unit – UNDP Viet Nam will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.
2. Please find attached the relevant documents:
 - [Terms of Reference \(TOR\)](#)..... (Annex I)
 - [Individual Contract & General Conditions](#)..... (Annex II)
 - [Reimbursable Loan Agreement](#) (for a consultant assigned by a firm)..... (Annex III)
 - [Guidelines for CV preparation](#)..... (Annex IV)
 - [Format of financial proposal](#)..... (Annex V)
 3. Interested individual consultants must submit the following documents/information **(in English, PDF Format)** to demonstrate their qualifications:

a. Technical component:

- Signed Curriculum vitae
- Writing samples

b. Financial proposal (with your signature):

- The financial proposal shall specify a total lump sum amount in including consultancy fees and all associated costs i.e. airfares, travel cost, meal, accommodation, tax, insurance etc. – see format of financial offer in Annex VII.
- Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.
- If quoted in other currency, prices shall be converted to US Dollar at UN Exchange Rate at the submission deadline.

4. Evaluation:

The technical component will be evaluated using the following criteria:

Consultant's experiences/qualification related to the services		
	Criteria	Maximum Points
1.1	Strong technical knowledge and extensive working experience on green projects	300
1.2	Demonstrated track record of publications on greening aspect	350
1.3	Ability to draw on a network of other experts	150
1.4	Ability to communicate effectively on technical issues to a non-technical audience	100
1.5	Experience of working in Vietnam is an advantage	100
	TOTAL	1000

A two-stage procedure is utilized in evaluating the submissions, with evaluation of the technical components being completed prior to any price proposals being opened and compared. The price proposal will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical component.

The technical component is evaluated on the basis of its responsiveness to the Term of Reference.

Maximum 1000 points will be given to the lowest offer and the other financial proposals will receive the points inversely proportional to their financial offers. i.e. $S_f = 1000 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the submission under consideration.

The weight of technical points is 70% and financial points is 30%.

Submission obtaining the highest weighted points (technical points + financial points) will be selected. Interview with the candidates may be held if deemed necessary.

5. Contract

“Lump-sum” Individual Contract will be applied for freelance consultant (Annex II)

“Lump-sum” RLA will be applied for consultant assigned by firm/institution/organization (Annex III)

Documents required before contract signing:

- Personal History

- International consultant whose work involves travel is required to complete the course on Basic Security in the Field and submit certificate to UNDP before contract issuance.

Note: The Basic Security in the Field Certificate can be obtained from website: <https://training.dss.un.org/consultants>. The training course takes around 3-4 hours to complete. The certificate is valid for 3 years.

- Full medical examination and Statement of Fitness to work for consultants from and above 62 years of age and involve travel. (This is not a requirement for RLA contracts).
- Release letter in case the selected consultant is government official.

6. Payment

UNDP shall effect payments to the consultant (by bank transfer to the consultant's bank account provided in the vendor form (Annex V) upon acceptance by UNDP of the deliverables specified the TOR.

- First payment: 30% of the contract value upon receiving and acceptance by UNDP of the powerpoint that delivers the key points of the publication/concept for the publication;
- Second payment: 40% of the contract value upon receiving and acceptance by UNDP of the draft publication;
- Final payment: 30% of the contract value upon receiving and acceptance by UNDP of the final product.

If two currencies exist, UNDP exchange rate will be applied at the day UNDP instructs the bank to effect the payment.

7. Your proposals are received on the basis that you fully understand and accept these terms and conditions.
8. Notification of selection result: UNDP will contact only successful bidder for contracting.



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TERMS OF REFERENCE
Journalist/Technical Writer
Green One UN House Ha Noi – Viet Nam

1) GENERAL BACKGROUND

The Green One UN House project is a joint endeavour between the Government of Viet Nam, UN agencies and Donors community. The Green One UN House represents a model for Viet Nam and other countries by demonstrating the viability of innovative, sustainable buildings, and a pilot project for the new green building-rating tool developed by the Vietnam Green Building Council. The Green One UN House is also an important component of the UN's climate change advocacy. This is particularly important in Viet Nam's context of rapid urbanization and high vulnerability to climate change.

UNDP now seeks the services of a journalist/technical writer to support in developing a green booklet of the GOUNH.

2) OBJECTIVES OF THE ASSIGNMENT

The objective of the assignment is to write a coherent story piecing together a series of data, images to communicate the UN's ambition to create an environmentally sustainable building as a key contribution to reducing carbon footprint of operations and to explain the building concept and how it was realized.

3) SCOPE OF WORK

The consultant is required to perform, among others, the following duties:

- discussions around conceptualization of the publication with UNDP's Senior Management and Communications Team
- research into the project documents including as-built drawings, Lotus rating tools submission and assessment
- interviews with relevant project stakeholders, including VGBC
- Compilation of the technical information/images to produce a publication on the GOUNH to describe the journey of creating the building, elaborating the UN's design intent, describe the architectural and environmental sustainability features of the building in more detail, capture the journey of construction and add perceptions of the project from conceptual stage to inauguration.
- Work with Communications Team to produce the specifications of the final script

4) KEY DELIVERABLES

#	Deliverables/outputs	Tentative Due dates
1	Produce a powerpoint that delivers the key points of the publication/concept for the publication based on initial review of available documentation and interviews	Three week after signing Contract
2	Draft publication including relevant images/drawings	Two week after output 2
3	Final product for handing over to design/print	Two week after output 4

5) WORKING ARRANGEMENT

- The Consultant will report to and work under the guidance of the UNDP Operations Manager, and other project personnel and contractors;
- The Consultant will liaise closely with the Communications Team, for example ensuring that required photos, illustrations and infographics are available or developed for producing the final publication
- UNDP shall provide relevant documents to facilitate the work.

6) DURATION OF ASSIGNMENT, DUTY STATION

Duty Station: Ha Noi, Viet Nam

Duration: 1 July – 31 August 2016

7) PROVISION OF MONITORING AND PROGRESS CONTROLS

The consultant will report to the UNDP Country Director and provide reports also to the Country Director. A regular progress reporting is expected as required and appropriate.

8) DEGREE OF EXPERTISE AND QUALIFICATIONS

- Have strong technical knowledge and extensive working experience on green projects
- Demonstrated track record of publications on greening aspect
- Ability to draw on a network of other experts
- Ability to communicate effectively on technical issues to a non-technical audience
- Ability to coordinate with users and construction contractors
- Experience of working in Vietnam is an advantage

9) PAYMENT TERM

#	Deliverables
1 st payment	30% contract amount upon receiving and acceptance by UNDP of <u>the powerpoint that delivers the key points of the publication/concept for the publication.</u>
2 nd payment	40% contract amount upon receiving and acceptance by UNDP of <u>the draft publication</u>
3 rd payment	30% contract amount upon receiving and acceptance by UNDP of <u>the final product.</u>

10) CONTRACT TYPE AND FINANCIAL OFFER

UNDP will sign a lump sum contract with the selected consultant. Payment will be made based on the accepted deliverables provided by the consultant as reflected in section 9 above. Interested consultants are required to propose the required number of days to complete the services in this TOR and submit a lump sum offer with detailed cost breakdown in Annex VII.



UNITED NATIONS DEVELOPMENT PROGRAMME

Contract for the services of an Individual Contractor

No _____

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as “UNDP”) and _____ (hereinafter referred to as “the Individual Contractor”) whose address is _____.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): _____.

2. Duration

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date], unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II*.

3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ----- in accordance with the table set forth below¹. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

¹ For payments which are output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

5. Beneficiary

The Individual Contractor selects _____ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

☐ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER:
United Nations Development Programme

INDIVIDUAL CONTRACTOR:

Name; _____

Name; _____

Signature; _____

Signature; _____

Date; _____

Date; _____

GENERAL CONDITIONS OF CONTRACT

FOR THE SERVICES OF INDIVIDUAL CONTRACTORS



1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The Individual contractor must comply with all security directives issued by UNDP.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual

contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor’s usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a “statement of good health” from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is

performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any

event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract.

13. TERMINATION: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

14. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. LIMITATION ON ACTIONS: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins,

19. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.



Empowered lives.
Resilient nations.

UNDP REIMBURSABLE LOAN AGREEMENT (RLA)

Date of Agreement:

Contract Reference:

Memorandum of Agreement between the **UNITED NATIONS DEVELOPMENT PROGRAMME** (hereinafter referred to as “UNDP”) and _____ (hereinafter referred to as “The Company”)

Whose Address is _____

Whereby the Company will provide the services of _____

The Company accepts this engagement of service with UNDP according to the terms and conditions hereinafter set forth.

1. Duties of Consultant

The company shall make available _____ (hereinafter called “The Consultant”) who shall perform the duties according to the attached Terms of Reference, which shall form an integral part of this agreement. The services will be performed principally at _____

2. Duration of Agreement

For a maximum duration of: _____

This agreement shall commence on: _____ and shall expire no later than _____

3. Consideration

- a) For the satisfactory services performed by the Company under the terms of this agreement and subject to the provisions of Article 5 below, UNDP shall reimburse the Company the sum of: **USD**

☐ Gross Per Day Worked ☒ Gross Lump Sum ☐ Equal Payments ☐ Other

(**Note:** The above Lump Sum is inclusive all costs i.e. consultancy fees, airfares, DSA, terminals, visa, medical expenses, taxes...).

- b) Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below:

DELIVERABLE	DUE DATE	AMOUNT IN [USD]
TOTAL		

- c) **Other Reimbursable Items:**

Contract #

☐ Airfare

☐ DSA

☐ Terminal Expenses ☐ Others

d) The Company will provide a Company invoice (attaching receipts) to claim Other Reimbursable Items per subsection 3c.

f) Payments made in a currency other than US dollars will be made at the UN operational rate of exchange in effect on the day of payment and the Company will incur charges related to the payment. The Company is responsible for any taxes levied on the monies received under this agreement.

The Company will submit Company Invoices to:

*UNDP Vietnam
304 Kim Ma Street, Hanoi, Vietnam*

4. Rights and Obligations

- a) It is understood that the obligations of UNDP are limited to those expressly provided for in this agreement.
- b) This agreement shall not in any respect confer upon the Consultant the status of staff member of the UNDP.
- c) The Company will make available the services of the Consultant for the period noted above, and will remain responsible for actual payment of salaries, taxes and any other overhead administrative charges.
- d) It is understood that the Company will provide insurance and medical coverage for the Consultant. In particular, the Company will remain responsible for insuring the Consultant in the event of accident, illness, or death, whether or not such event occurs during service with UNDP.
- e) The rights and obligations of the Company are strictly limited to the terms and conditions of this agreement. Accordingly, the Company shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- f) The Company shall be solely liable for claims by third parties arising from negligent acts or omissions by the Company/Consultant in the course of performing this agreement, and under no circumstances shall UNDP be held liable for such claims by third parties.
- g) The title rights, copyrights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested exclusively in UNDP.

5. Standard Conditions

UNDP standard conditions of procuring services shall apply to this agreement (Attachment A).

6. Effectiveness

This contract shall become effective on the date of signing of this Memorandum of Agreement, the execution by of the Consultant of the Side Letter (Attachment B), affirming his/her personal obligation to abide by the Covenants stipulated therein. This contract shall be in full force and effect until the services have been completed and all payments therefore have been made.

In witness whereof, the parties hereto agree with the terms and conditions of the agreement:

(The Company)

Date

UNDP

Date

Please return a copy of this agreement to: Procurement Unit, UNDP Vietnam

Contract #

**GENERAL CONDITIONS
FOR UNDP REIMBURSABLE LOAN AGREEMENTS (RLA)**

Article 1 - Independent Contractor

1. The Contractor shall be considered as having the legal status of an independent contractor. The Employees of the Contractor shall not be considered in any aspect as being officials or staff members of the United Nations Development Programme. The Contractor shall be solely responsible for all claims by such persons arising out of or in connection with their agreement by the Contractor. The Contractor shall inform such persons of the foregoing.

Article 2 - Contractor's General Responsibilities

1. The Contractor shall perform its obligations under the RLA with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. The Contractor shall act at all times so as to protect, and not be in conflict with, the interests of UNDP.
3. The Contractor shall be responsible for the services performed by its Employees. To this end, and without limiting the generality of the foregoing, the Contractor shall select reliable individuals who will perform effectively in the implementation of the RLA, respect the local customs and conform to a high standard of moral and ethical conduct.
4. The Contractor shall respect and abide by all applicable laws and regulations of the country in which the obligations under this RLA are to be performed, and shall take all reasonable measures to ensure that its Employees do so.

Article 3 - Assignment of Personnel

1. Other than persons specifically named in this RLA, no person shall be assigned by the Contractor to perform services in connection with this RLA until after the Contractor has notified the UNDP of the identity of such proposed persons and has provided the UNDP with their curricula vitae, and the UNDP has notified the Contractor of its approval of such assignments.

Article 4 - Removal of Personnel

1. If in the opinion of the UNDP any of the Contractor's Employees prove themselves incapable of substantially carrying out their duties and/or are fundamentally unsuitable for the services, it shall be at the discretion of the UNDP to decide if and when the employment of such Contractor's employees under the RLA shall be terminated and the Contractor be required to replace him. In this event the Contractor shall, on receipt of instructions from the UNDP, comply forthwith and shall assign new persons in accordance with the provisions of Article 3.
2. Such withdrawal or replacement shall not be a cause for suspension of the RLA.
3. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph 1 of this Article 4 shall be borne by the Contractor.

Article 5 - Indemnification and Insurance

1. The Contractor shall indemnify, hold and save harmless and defend, at its own expense, the UNDP, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature, including their costs and expenses, arising out of the acts or omissions of the Contractor or its Employees in the performance of this RLA. This provision shall extend to claims and liability in the nature of workmen's compensation claims and those arising out of the use of patented inventions or devices.
2. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance to cover its Employees and any claims for death, bodily injury or damage to property arising from the execution of this RLA. The Contractor represents that the liability includes possible subcontractors.

3. The Contractor shall ensure that all policies of insurance referred to above, other than workmen's compensation, shall name the UNDP and, where appropriate, subcontractors concerned, as additional insured parties.
4. Upon request by the UNDP, the Contractor shall provide evidence, to the reasonable satisfaction of the UNDP, of the insurance referred to above and shall give the UNDP reasonable advance notice of any proposed changes related to such insurance.
5. The UNDP undertakes no responsibility to provide life, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this RLA.

Article 6 - Sickness and Accident

1. If the Contractor's Employees fall sick in the period during which they are engaged on the RLA, the UNDP shall not be responsible for arranging or paying for medical treatment and attention.
2. The UNDP shall not be required to pay for the services of the Contractor's Employees for any period that the Contractor's Employees are incapacitated by sickness.
3. If in the opinion of the UNDP, any of the Contractor's Employees either has been or will be incapacitated by sickness for an unreasonable period or period then, and in that case, it shall be at the discretion of the UNDP to decide if and when the employment of the Contractor's Employee under the RLA shall be terminated and the Contractor be required to replace him. In this event, the Contractor shall on receipt of instructions from the UNDP comply forthwith and shall substitute for the Employee whose services are so terminated another and satisfactory person and the whole costs of such replacements shall be at the Contractor's expense.

Article 7 - Encumbrances

1. The contractor shall not cause or permit any lien, attachment or other encumbrance by any third party to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or services rendered in connection with this RLA, or by reason of any claim or demand against the Contractor.

Article 8 - Source of Instructions

1. The Contractor shall neither seek nor accept instructions from any authority external to the UNDP in connection with the performance of its services under this RLA. The Contractor shall refrain from any action which may adversely affect the UNDP and shall fulfill its commitments with the fullest regard for the interest of the UNDP.

Article 9 - Prohibition of Conflicting Activities

1. The Contractor and its personnel admitted into the country to perform services under this RLA shall not engage in any conflicting business or other activity in the country in which the services are to be performed, or accept paid employment in contravention with the laws of the country.

Article 10 - Officials not to Benefit

1. The Contractor warrants that no official of the UNDP has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this RLA or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this RLA.

Article 11 - Records, Accounts, Information and Audit

1. The Contractor shall maintain accurate and systematic records and accounts in respect of the performance of its obligations under this RLA.
2. The Contractor shall furnish, compile and make available at all reasonable times to the UNDP any records, accounts or other information, oral or written, which the UNDP may reasonably request in respect of the performance by the Contractor of its obligations under this RLA.
3. The Contractor shall allow the UNDP to inspect and audit such records, accounts or other information upon reasonable notice.

Article 12 - Confidential Nature of Documents

1. All maps, drawings, photographs, plans, manuscripts, records, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this RLA shall be the property of the

UNDP, shall be treated as confidential and shall be delivered only to the authorized UNDP officials on completion of work under this RLA.

2. The Contractor may not communicate at any time to any other person, government or authority external to the UNDP, any information known to it by reason of its association with the UNDP which has not been made public except with the authorization of the UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this RLA with the UNDP.

Article 13 - Copyright, Patents and other Proprietary Rights

1. The UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequences or in the course of the execution of this RLA. The Contractor, at the UNDP's request shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring the same to the UNDP in compliance with the requirements of the applicable law.

Article 14 - Use of Name, Emblem or Official Seal of the UNDP

1. The Contractor shall not advertise or otherwise make public the fact that it is a contractor with the UNDP. Also the Contractor shall, in no manner whatsoever use the name, emblem or official seal of the UNDP or any abbreviation of the name of the UNDP in connection with its business or otherwise. This obligation does not lapse upon termination of the RLA.

Article 15 - Contractor's Default

1. If the Contractor shall fail to carry out the Services or any part thereof with due diligence and expedition, or shall refuse or fail to comply with any reasonable order given to it in writing by the UNDP, the UNDP may immediately give notice in writing to the Contractor to make good such failure or contravention.
2. Should the Contractor fail to comply with the notice referred to in Sub-Clause 15.1 either within seven days from receipt of such notice, or otherwise within such times as may be reasonably necessary for making it good, the UNDP without prejudice to any other right it may have under the RLA may, subject to the prior notification of the Contractor
 - (a) employ others to carry out that part of the Services which the Contractor shall have failed to carry out, or
 - (b) take the Services in whole or in part out of the Contractor's hands and recontract with others as may be appropriate.
3. If the cost to the UNDP of employing others to carry out part or all of the Services in accordance with Sub-Clause 15.2. exceeds the amount which would have become payable to the Contractor had it completed that part or all of the Services, then the UNDP shall have the right to charge such excess cost to the Contractor. The UNDP shall also have the right to retain part or all of any sum which would otherwise be due to the Contractor under the RLA and set such sum against the excess due from the Contractor.
4. If the Contractor fails to carry out the Services in part or in whole, the Contractor shall refund to the UNDP any advance payment made in respect of that portion of the Services not carried out.
5. Nothing in this Clause shall, in the event of a malfunction, prevent emergency action being taken by the UNDP to meet operational requirements but, if such actions result in the UNDP incurring additional costs in carrying out the Services, such reasonable costs shall be reimbursed to the Contractor by the UNDP provided such emergency action is not taken as a result of failure by the Contractor.

Article 16 - Audits and investigations:

16.1- Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

16.2- The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes

and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

Article 17 - Anti-terrorism:

- The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

Article 18 - Security:

18.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

18.2 The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

18.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

Article 19 - Termination for Insolvency

1. The UNDP may at any time terminate the RLA by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the UNDP.

Article 20 - Termination for Convenience

1. The UNDP, may by written notice sent to the Contractor, terminate the RLA, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the UNDP's convenience, the extent to which performance of Services under the RLA is terminated, and the date upon which such termination becomes effective. This shall be no fewer than 30 days from the date of the letter issued by the UNDP detailing its intent to terminate the RLA.
2. In the event of any termination no payment shall be due from the UNDP to the Contractor except for the Services satisfactorily performed in conformity with the expressed terms of this RLA.

Article 21 - Force Majeure

1. The Contractor shall not be liable for termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the RLA is the result of the event of Force Majeure.
2. For the purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the UNDP either in its sovereign or contractual capacity, wars, fires, floods, epidemics, quarantine restrictions.
3. If a Force Majeure situation arises, the Contractor shall promptly notify the UNDP in writing of such condition and the cause thereof. Unless otherwise directed by the UNDP in writing, the Contractor shall continue to perform its obligations under the RLA as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. If the Contractor is rendered permanently unable, wholly or in part, by reason of Force Majeure to perform its obligations under this RLA, the UNDP shall have the right to suspend or terminate this RLA with a period of notice to the Contractor of seven (7) days.

Article 22 - Arbitration

1. Any controversy or claim arising out of, or in connection with this RLA or any breach thereof, shall unless it is settled amicably by direct negotiation, be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. Such arbitration shall be conducted under the auspices of the International Chamber of Commerce ICC (where contract activities are conducted outside the United States of America) or the American Arbitration Association AAA (where the contract activities are more closely connected with the United States of America) which shall also serve as the Appointing Authority under the Rules.
2. All parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such controversy or claim.

Article 23 - Privileges and Immunities

1. Nothing in or relating to this RLA shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations including its subsidiary organs.

Article 24 - Tax Exemption

1. Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN including its subsidiary organs, such as the UNDP, are exempt from all direct taxes and from custom duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorizes the UNDP to deduct from the Contractor's invoice any amount representing such taxes or duties. Payment of such corrected invoiced amount shall constitute full payment by the UNDP. In the event any taxing authority refuses to recognize the UNDP exemption from such taxes, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

Article 25 - Amendments

1. No modification of or change in this RLA, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this RLA or their duly authorized representatives in the form of an amendment to this RLA signed by the parties hereto.

UNDP Vietnam
25-29 Phan Boi Chau Street
Hanoi, Vietnam

Dear Sir/Madam:

Subject: Undertaking by the Consultant

1. I refer to para 6 of the Reimbursable Loan Agreement between *[company name]* and UNDP, dated ____.
2. I affirm any personal obligation to comply with undertaking as contained in the covenants applicable to the consultant in the Standard Conditions of the Contract. I also affirm that my employment in connection with the contract will include, as my personal obligation, continued cooperation with UNDP after the conclusion of the Reimbursable Loan Agreement to the extent necessary to clarify or explain any report or recommendations made by me. This obligation shall be independent of my obligation to *[company name]* under our employment contract.
3. I understand that UNDP's confirmation of this side letter is necessary to make the Reimbursable Loan Agreement effective.

Sincerely yours,

Consultant

Confirmed:

UNDP

Annex VI

GUIDELINES FOR PREPARING CV

WE REQUEST THAT YOU USE THE FOLLOWING CHECKLIST WHEN PREPARING YOUR CV:

Limit the CV to 3 or 4 pages

NAME (First, Middle Initial, Family Name)

Address:

City, Region/State, Province, Postal Code

Country:

Telephone, Facsimile and other numbers

Internet Address:

Sex, Date of Birth, Nationality, Other Citizenship, Marital Status

Company associated with (if applicable, include company name, contact person and phone number)

SUMMARY OF EXPERTISE

Field(s) of expertise (be as specific as possible)

Particular development competencies-thematic (e.g. Women in Development, NGOs, Privatization, Sustainable Development) or technical (e.g. project design/evaluation)

Credentials/education/training, relevant to the expertise

LANGUAGES

Mother Tongue:

Indicate written and verbal proficiency of your English:

SUMMARY OF RELEVANT WORK EXPERIENCE

Provide an overview of work history in reverse chronological order. Provide dates, your function/title, the area of work and the major accomplishments include honorarium/salary. References (name and contact email address) must be provided for each assignment undertaken by the consultant that UNDP may contact.

UN SYSTEM EXPERIENCE

If applicable, provide details of work done for the UN System including WB. Provide names and email address of UN staff who were your main contacts. Include honorarium/salary.

UNIVERSITY DEGREES

List the degree(s) and major area of study. Indicate the date (in reverse chronological order) and the name of the institution where the degree was obtained.

PUBLICATIONS

Provide total number of Publications and list the titles of 5 major publications (if any)

MISCELLANEOUS

Indicate the minimum and maximum time you would be available for consultancies and any other factors, including impediments or restrictions that should be taken into account in connection with your work with this assignment.

Please ensure the following statement is included in the resume and that it is signed and dated:

I CERTIFY THAT ALL INFORMATION STATED IN THIS RESUME IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AUTHORIZE UNDP/UNOPS OR ITS AGENT TO VERIFY THE INFORMATION PROVIDED IN THIS RESUME.

(Signature)

Annex VII

FINANCIAL OFFER

Having examined the Solicitation Documents, I, the undersigned, offer to provide all the services in the TOR for the sum of USD

This is a lump sum offer covering all associated costs for the required service (fee, meal, accommodation, travel, taxes etc).

Cost breakdown:

No.	Description	Number of days	Rate (USD)	Total
1	Remuneration			
1.1	Services in Home office			
1.2	Services in field			
2	Out of pocket expenses			
2.1	Travel			
2.2	Per diem			
2.3	Full medical examination and Statement of Fitness to work for consultants from and above 62 years of age and involve travel – (required before issuing contract). *			
2.5	Others (pls. specify).....			
	TOTAL			

** Individual Consultants/Contractors who are over 62 years of age with assignments that require travel and are required, at their own cost, to undergo a full medical examination including x-rays and obtaining medical clearance from **an UN-approved doctor** prior to taking up their assignment.*

I undertake, if my proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this proposal for a period of 120 days from the submission deadline of the proposals.

Dated this day /month of year

Signature